another in Arkansas (Kirby's Digest, § 7823), Connecticut (Rev. St. 1918, § 5725-6-7), Georgia (see *Seaboard, etc., Ry. v. Phillips,* 117 Ga. 98), Mississippi (Code 1906, § 1015), and West Virginia (Code 1906, § 280). Such a rule has obvious merits over any of the pseudo-presumption rules as applied between the various states of the Union. 20 COLUM. L. REV. 476.

INSURANCE—EFFECT OF AGREEMENT THAT EVIDENCE OTHERWISE ADMISSIBLE SHALL NOT BE CONSIDERED.—Plaintiff, as beneficiary under a benefit certificate issued her husband, sued defendant fraternal order, alleging the death of the insured and setting out that he had disappeared and for more than seven years had not been heard from. Defendant pleaded a by-law of the order, passed after the certificate was issued, that "the disappearance or long-continued absence of any member unheard of shall not be regarded as evidence of death * * *." *Held,* the by-law is void. *Holman v. Modern Woodmen of America* (Mo., 1922), 243 S. W. 250. In another case substantially the same, except that the benefit certificate itself contained the clause, this provision was also held to be void and against public policy. *McCormick v. Woodmen of the World* (Cal., 1922), 207 Pac. 943.

The Missouri court, in *Holman v. Modern Woodmen, supra,* simply followed the case of *Cobble v. Royal Neighbors of America* (Mo., 1921), 236 S. W. 306, in which it was decided such by-law was void as running counter to the rule of evidence, considered to be a rule of policy established by common law and declared there by statute. The power reserved by the association of making future by-laws binding upon existing members does not contemplate the passing of by-laws unreasonably affecting the substantial rights under the benefit certificate. VANCE ON INSURANCE, § 69; 83 Am. St. Rep. 706, note. Numerous cases are authority for the proposition that a by-law stipulating that the death of the insured shall not be shown by the use of the presumption of death arising from seven years' absence, may not be binding upon pre-existing members because unreasonable. *Bennett v. Modern Woodmen of America* (Cal. App., 1921), 199 Pac. 343; *Samberg v. Knights of Modern Maccabees,* 158 Mich. 568; *Hannon v. Grand Lodge, Ancient Order United Workmen of Kansas,* 99 Kan. 734; *Olson v. Modern Woodmen of America,* 182 Iowa 1018; *Weber v. Knights of Maccabees,* 172 N. Y. 490. In *Pierson v. Modern Woodmen,* 125 Minn. 150, it was held that the trial court properly excluded such a by-law, since it was not shown or claimed it existed when the member disappeared. But if an attempt by contract to restrict the application of a rule of evidence is against public policy and void, then provisions in the insurance contract that seven years' unexplained absence shall not be evidence of death are invalid without regard to whether such provision was passed after or before the insured became a member. Some authorities support the principal cases on this broad ground. *Gaffney v. Royal Neighbors of America,* 31 Idaho 549; *Supreme Ruling of Fraternal Mystic Circle v. Hoskins et al.* (Tex. Civ. App.), 171 S. W. 812; *National Union v. Sawyer,* 42 App. Cas. D. C., 475, 480. Disagreeing with the principal cases and those last cited are *McGovern v. Brotherhood of Locomotive Firemen and Engineers,* 31 Ohio

C. C. 243, affirmed in 85 Ohio St. 460, and *Steen v. Modern Woodmen*, 296 Ill. 104, where, though the by-laws were passed after the certificates sued on were issued, it was considered no policy of the law was violated and that they became part of the contract of insurance. So, in *Kelly v. Supreme Council, Catholic Mut. Ben. Assn.*, 61 N. Y. Supp. 394, and *Porter v. Home Friendly Society*, 114 Ga. 937, where the stipulation was in the certificate, it was held that the presumption of death from seven years' absence was a rule of evidence the parties had a right to agree should not apply. For a discussion of the subject of contracts to alter or waive rules of evidence, in which the doctrine of the principal cases is vigorously attacked, see the article by Dean J. H. Wigmore in 16 ILL. L. REV. 87.

JUDGMENTS—VOID BECAUSE RELIEF IN EXCESS OF LAW APPLICABLE TO CASE.—A was granted a decree declaring a mechanic's lien upon D's property and providing for sale of same. The decree stated in detail the particulars as to sale and rights of redemption according to statute existing prior to July 1, 1917, whereas a subsequent statute granting an additional period of redemption should have been followed. There was a sale in strict accordance with the decree, and P claims under the purchaser at this sale. D denies validity of the decree and the sale thereunder. *Held*, decree and sale thereunder are void and therefore may be attacked collaterally. *Armstrong v. Obucino* (Ill., 1921), 133 N. E. 58.

The general rule is clear enough that if the court had jurisdiction over the parties and subject matter its judgment or decree, however erroneous, is not void and cannot be collaterally attacked. FREEMAN ON JUDGMENTS, § 120c. But like most general rules of practice, it is merely a rule of convenience and so subject to qualification or exceptions. It is easy to conceive of judgments which are void, even though the conditions above named be fulfilled, as where the court grants relief which under no circumstances it has any authority to grant, its judgment is to that extent void. *Bridges v. Board of Supervisors*, 57 Miss. 252; *Ex parte Lange*, 18 Wall. 163. Undoubtedly, when the irregularity or error goes to the jurisdiction of the court the judgment or decree is of no effect. The question is, does the error go to the jurisdiction of the court, or does it merely render the decree erroneous? Will then a variation in the decree from the statutory provisions in regard to redemption period render the decree void for want of jurisdiction? There appear to be few cases directly in point, but in at least two instances it has been held not to do so. *Moore v. Jeffers*, 53 Ia. 202; *Maloney v. Dewey*, 127 Ill. 395. It will be noted that the latter case proceeds from the same tribunal which decided the instant case; yet it is not mentioned anywhere in the court's opinion. See also *Ogden v. Walters*, 12 Kan. 282, and *Mills v. Ralston*, 10 Kan. 206. In *Neligh v. Keene*, 16 Neb. 407, it was held that failure to provide for an appraisement as required by statute constituted a mere irregularity and not a jurisdictional defect. The cases cited as precedents for the decision in the principal case are on the more general question of allowing collateral attack where the court had attempted to decide matters not in issue or had given judgments which it